

35740

VOLUNTARY AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between KIA ENTERPRISES, INC., a District of Columbia Corporation, t/a Alabama Grocery and Deli (the "Applicant"), ADVISORY NEIGHBORHOOD COMMISSION 8B (the "ANC"), and MRS. ELAINE WEST ("Neighbors Representative").

WHEREAS, on July 23, 2002, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application (#35740) for renewal of a Retailer's license, Class B (the "Application"), for that certain establishment to be known as Alabama Grocery & Deli, located at 2209 Alabama Avenue, S.E. (the "Premises");

WHEREAS, ANC 8B is a publicly elected Advisory Neighborhood Commission (ANC) representing the interests of the residents and business located within its boundaries, and whose boundaries include the proposed establishment to be known as Alabama Grocery & Deli;

WHEREAS, Mrs. Elaine West has been duly authorized by those residents and property owners in the surrounding neighborhood who filed protest letters with the Board to represent their interests in the protest of the renewal of the Applicant's license;

WHEREAS, the Applicant is seeking a commitment from the ANC and the Neighbors Representative not to oppose the renewal of the Class B license that the Applicant has requested from the Board; and

WHEREAS, in order to secure the ANC and Neighbors Representative's written commitment not to oppose the license renewal, the Applicant has agreed to enter into this Voluntary Agreement with the ANC and Neighbors Representative.

NOW, THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. Noise. The Applicant shall not play any type of music that can be heard outside of the Premises.

2. Trash Removal.

(a) Applicant shall insure that there is daily cleaning of the area in front and side of the premises by the landlord. Applicant shall not violate the Litter Control Administration Act (D.C. Official Code §§ 8-801 et seq. (2001), 21

D.C.M.R. §§ 700 et seq. (Solid Waste Control), and 24 D.C.M.R. ss 101-104, 108, 900.7 and 900.8, 900.10, 1000-1002, 1005, 1008, 1009, 2000-2002, and 2010 (Public Space & Safety).

(b) Applicant shall utilize the dumpster provided by the landlord, who shall arrange for the removal of trash at the Premises at least twice a week. Applicant further agrees that prior to any such removal, the Applicant shall store its trash in tightly covered containers provided by landlord..

(c) Applicant further agrees to maintain for the duration of its license a contract with a licensed pest control service with the objective of eliminating pests and vermin in and around the Premises.

(d) A copy of the pest control contract shall be made available to the ANC and the Neighbors Representative upon request.

3. Restriction on Sales. Applicant shall not sell single containers of beer or wine in sizes of twenty (20) ounces or less. Applicant shall not sell individual cigarettes or cigars (blunts).

4. Public Drinking. Applicant shall not allow its patrons and other persons to loiter, or drink, or possess an open alcoholic beverage container in her establishment. Public loitering, drinking, and possession of an open alcoholic beverage container creates a situation which is intolerable to the ANC and neighborhood residents. In addition, the Applicant shall contact the Metropolitan Police Department whenever necessary to prevent this situation from occurring and maintain a written log book of all such calls. This log book shall be made available for public inspection during normal business hours.

5. Non-Opposition to Renewal Application.

(a) In the spirit of working together, the ANC and the Neighbors Representative shall notify the Board of its withdrawal of their protests once all parties agree to this Agreement as indicated by the signatures of all parties below and the attached ANC approval resolution (see "Attachment A"). The Agreement shall be placed on the agenda for consideration at the next scheduled ANC meeting on December 17, 2002. Upon approval of Agreement by all parties, the Agreement shall be submitted to the ABC Board for its approval and inclusion in the Board's order. The Agreement shall continue in effect for subsequent license renewals by the Applicant for the Premises, unless the Applicant notifies the ANC and the Neighbors Representative in writing by first class mail not less than 45 days prior to the petition date of the "roll call" hearing for the license renewal.

(b) Provided, however, the continuing effectiveness of this Agreement shall not bar the ANC or the Neighbors Representative from filing a protest of a future renewal of the Applicant's license or subsequent change petition should the Applicant be in violation of this Agreement or other provision of the law or regulations governing the control of alcoholic beverages in the District of Columbia. Any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for the ANC or the Neighbors Representative to petition the Board for a show cause pursuant to D.C. Code §§ 25-446(e) and 25-447. Prior to petitioning, however, the ANC or Neighbors Representative shall notify the Applicant in writing by first class mail of any violations and afford the Applicant seven (7) days from the date of mailing to cure the violation.

(c) In consideration of, and in reliance upon, the foregoing agreements made by the Applicant, the ANC and the Neighbors Representative agree that they shall provide Applicant with their commitment not to oppose the renewal of the Class B license renewal following approval of this Agreement. This Agreement shall become effective only upon the execution of all parties hereof and the delivery to the Applicant and the Board of the aforesaid written approval.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and the day indicated below their signature.

APPLICANT

Kia Enterprises, Inc.
t/a Alabama Grocery & Deli

By Kia N. McKenzie
Kia N. McKenzie
President
December 19, 2002

ANC

By Jacqueline D. Patterson
Jacqueline D. Patterson
Chair, ANC 8B
December 31, 2002

NEIGHBORS REPRESENTATIVE

By Elaine West
Elaine West
December 9, 2002

Carrolle Smalls
Carrolle Smalls

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Kia Enterprises, Inc.
t/a Alabama Grocery-Deli

Application for a Retailer's Class
B License (renewal)
at premises
2209 Alabama Avenue, S.E.
Washington, D.C.

Application No.: 35740-02/120P
Order No.: 2003-10

Lyle M. Blanchard, Esquire, on behalf of Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson, Protestants

Dimitri P. Mallios, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppenheimer, Esquire, Member
Audrey Thompson, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on November 6, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson filed timely opposition. Lyle M. Blanchard,

Kia Enterprises, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-02/120P
Page two

Esquire, was duly authorized to represent the Advisory Neighborhood Commission 8B and Elaine West.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated July 23, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 29th day of January 2003, **ORDERED** that:

1. The opposition of Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson, is **WITHDRAWN**;

2. The application of Kia Enterprises, Inc. t/a Alabama Grocery-Deli for a retailer's class B license (renewal) located at 2209 Alabama Avenue, S.E., Washington, D.C. is **GRANTED**;

3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Attorney for the Protestants and the Attorney for the Applicant.

District of Columbia
Alcoholic Beverage Control Board



Roderic L. Woodson, Esquire, Chair



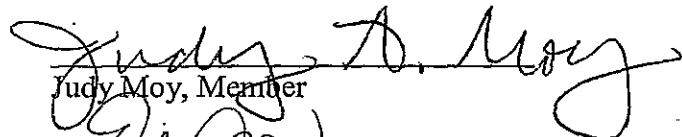
Vera Abbott, Member

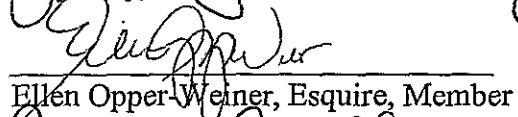


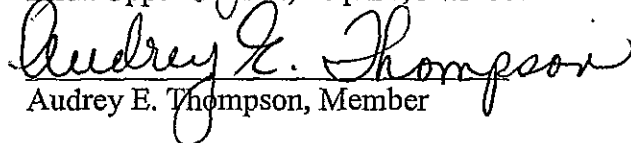
Charles Burger, Member

Kia Enterprises, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-02/120P
Page three


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member